

## **REMARKS**

### **I. Introduction**

This is in response to the Office Action dated September 14, 2011.

The Office Action rejected claims 1-3, 5-25, 27-46, and 48-81 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 7,120,602 (Kitchen). The Office Action rejected claims 21, 22, 43, 44, 64, 64, 77, and 79-81 under 35 U.S.C. §103(a) as being unpatentable over Kitchen in view of U.S. Patent No. 6,529,725 (Joao).

Claims 1-3, 5-25, 27-46, and 48-81 remain for consideration.

### **II. Examiner Interview**

The undersigned representative wishes to thank Examiner Franvil for the courtesy extended in a telephonic interview with Rajesh V. Fotedar (Reg. No. 59,562) on December 13, 2011. During this interview, differences between the claimed invention and the cited references were discussed.

### **III. Claim Rejections under 35 U.S.C. §103**

Independent claim 1 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Kitchen. In order to establish *prima facie* obviousness of a claimed invention, all claim limitations must be taught or suggested by the prior art. See CMFT, Inc. v. Yieldup Intern. Corp., 349 F.3d 1333, 1342 (Fed. Cir. 2003); In re Royka, 490 F.2d 981, 985, 180 USPQ 580, 583 (CCPA 1974) (obviousness requires a suggestion of all limitations in a claim). Furthermore, "all words in a claim must be considered in judging the patentability of that claim against the prior art." In re Wilson, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970); see also MPEP § 2143.03. The cited references, either alone or in combination, do not teach all of the claim limitations of independent claim 1. Therefore, the withdrawal of the rejection under 35 U.S.C. §103(a) is respectfully requested.

Independent claim 1 recites, in part:

transmitting a managed message from a  
computational entity to a first device associated with a

first user and to a second device associated with a second user, the managed message enabling a payment transaction from each of the first user and the second user;

receiving, from the first user, a payment transaction authorization associated with input responsive to the managed message, the payment transaction authorization from the first user being independent of a payment transaction authorization from the second user; and

receiving an affirmative response in reply to the managed message from the first user in response to a successful payment associated with the payment transaction authorization, the affirmative response from the first user being independent of a response from the second user.

Kitchen describes a “method of electronically presenting billing information” (See Kitchen, Abstract) A “notice of availability of current billing information” is generated for each payor. (See Kitchen, col. 3, lines 61-63) The notices may be “an e-mail message addressed to” an “e-mail address, of the appropriate payor.” (See Kitchen, col. 3, line 67 thru col. 4, line 2)

However, Kitchen fails to teach or suggest “transmitting a managed message from a computational entity to a first device associated with a first user and to a second device associated with a second user, the managed message enabling a payment transaction from each of the first user and the second user” as recited in independent claim 1. The Office Action concedes that Kitchen does not explicitly state “the managed message enabling a payment transaction from each of the first user and the second user.” The Office Action then proceeds to state that “since the messages are electronic messages that can be sent to a mobile device or computer and that it is common practice to send an Email to one or more recipients in an Email message, accordingly, the payor may

designate to receive a payment notice at one or more designated email address (such as his/her spouse or children/relatives). Thus, when and if the payor makes a payment to a biller the payment authorization would have been made as being independent from another ones [sic] of the email message recipients.” While Kitchen may generally describe sending notices to “an e-mail address, of the appropriate payor” (See Kitchen, col. 3, line 67 thru col. 4, line 2), there is no description in Kitchen of any type of “managed message” that is transmitted to both “a first user” and “a second user.” Furthermore, while “the payor may designate to receive a payment notice at one or more designated email address” as stated in the Office Action, there is no description at all of how Kitchen in conjunction with the arguments proffered by the Office Action describe a “managed message enabling a payment transaction from each of the first user and the second user.”

Kitchen also fails to teach or suggest “receiving, from the first user, a payment transaction authorization associated with input responsive to the managed message, the payment transaction authorization from the first user being independent of a payment transaction authorization from the second user” as recited in independent claim 1. The Office Action relies on col. 8, line 85 thru col. 10, line 6 of Kitchen as teaching “receiving, from the payor, a payment transaction authorization associated with input responsive to the managed message.” Col. 8, line 85 thru col. 10, line 6 describes a payor that can “request that payment of one or more bills be made to the appropriate biller(s). However, while Kitchen describes payors requesting payment of bills to be made to specific billers, there is no description of “a payment transaction authorization associated with input responsive to the managed message.” Additionally, since the Office Action concedes that Kitchen does not explicitly describe a “managed message enabling a payment transaction from each of the first user and the second user,” there cannot be any “payment transaction authorization associated with input responsive to the managed message.”

Kitchen furthermore fails to teach or suggest “receiving an affirmative response in reply to the managed message from the first user in response to a

successful payment associated with the payment transaction authorization, the affirmative response from the first user being independent of a response from the second user” as recited in independent claim 1. The Office Action relies on col. 8, line 85 thru col. 10, line 6 of Kitchen as teaching “receiving an affirmative response in reply to the managed message and the first user in response to a successful payment associated with the payment transaction authorization.” However, while Kitchen may describe “a message indicating the amount of payment remitted” (See Kitchen, col. 9, line 27), there is no description of “receiving an affirmative response in reply to the managed message from the first user” because as discussed above and as conceded by the Office Action, Kitchen fails to teach or suggest a “managed message enabling a payment transaction from each of the first user and the second user.” Thus, Kitchen fails to teach or suggest “receiving an affirmative response in reply to the managed message from the first user in response to a successful payment associated with the payment transaction authorization, the affirmative response from the first user being independent of a response from the second user” as recited in independent claim 1.

Thus, Kitchen fails to teach or suggest all of the recitations of independent claim 1 as amended. Therefore, withdrawal of the rejection of claim 1 is respectfully requested.

Independent claims 23, 45, 46, 65, and 78 are amended similarly to independent claim 1. Thus, independent claims 23, 45, 46, 65, and 78 are allowable for at least the reasons presented above with respect to independent claim 1.

Additionally, with regard to dependent claim 10, Kitchen fails to teach or suggest “accepting near-real-time entry of credit card information” as recited in claim 10. The Office Action argues that since Kitchen states that the payor may use a plurality of types of payment sources, using a payment card is obvious. However, there is no description in Kitchen of “accepting near-real-time entry of credit card information.”

With regard to dependent claim 11, Kitchen fails to teach or suggest “accepting near-real-time entry of debit card information” as recited in claim 11. The Office Action argues that since Kitchen states that the payor may use a plurality of types of payment sources, debit card payment is obvious. However, there is no description in Kitchen of “accepting near-real-time entry of debit card information.”

With regard to dependent claim 12, Kitchen fails to teach or suggest “accepting near-real-time entry of automatic check handling information” as recited in claim 12. The Office Action argues that since Kitchen states that the payor may use a plurality of types of payment sources, a debit card or payment card is obvious. However, there is no description in Kitchen of “accepting near-real-time entry of automatic check handling information.”

As dependent claims 32-34 and 53-55 recite limitations similar to those recited by dependent claims 10-12, claims 32-34 and 53-55 are allowable for at least the reasons presented above with regard to claims 10-12.

Joao, also cited by the Office Action, fails to cure the deficiencies of Kitchen discussed above.

Joao describes a “transaction security apparatus and method including an input device for inputting transaction data, a processing device for processing the transaction data and for generating a first signal corresponding to the transaction, and a transmitter for transmitting the first signal over a communication device associated with an individual account holder.” (See Joao, Abstract) The apparatus and method comprise a “point-of-sale authorization terminal ...utilized in conjunction with the sales of goods.” (See Joao, col.4, lines 8-15) The point of sale authorization terminal is linked to a central processing computer. (See Joao, col. 4, lines 35-38)

Joao is relied on in combination with Kitchen in rejecting claims 21, 22, 43, 44, 63, 64, 77, and 79-81. With respect to claims 21, 43, 63, 77, and 79-81, the Office Action states that in Joao, a plurality of financial transactions is affected and a message is transmitted to the user, the message being a visual, text or

audio message. However, there is no description in Joao of “presenting the price in conjunction with a subject, a response option, a message body, at least one yes-no-type answer question, at least one numeric-response-type answer question, at least one verbal-response-type answer question , at least one multiple-choice-response-type answer question, at least one meeting date which can include either or both a day and a time, at least one meeting location, at least one meeting RSVP request, at least one event descriptor wherein the event descriptor can include a party, a breakfast, a lunch, a dinner, a movie, a game, a concert, or a miscellaneous occurrence, at least one event location, and at least one event RSVP request” as recited in dependent claim 21. Thus, claim 21 is allowable. Dependent claims 43, 63, 77, and 79-81 recite similar limitations and are allowable for at least the reasons presented above with respect to claim 21.

All remaining claims depend from an allowable base claim and are also allowable at least by virtue of their dependency from an allowable base claim.

#### IV. Conclusion

For the reasons discussed above, all pending claims are allowable over the cited art. Reconsideration and allowance of all claims is respectfully requested.

Respectfully submitted,

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